

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

CONTRACT

Troy Johnson,)	Court File Number:
)	
Plaintiff,)	
)	
v.)	COMPLAINT
)	
Transguard Insurance Company of America, Inc.,)	
)	
Defendant.)	
)	
)	

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

Plaintiff, Troy Johnson, by and through his attorney, for his Complaint states and alleges as follows:

I.

That, at all times material hereto, Troy Johnson (hereinafter "Plaintiff") was a resident of the City of Coon Rapids, County of Anoka, State of Minnesota.

II.

That, at all times material hereto, Transguard Insurance Company of America, Inc. (hereinafter "Transguard") was a corporation duly licensed to do business in the State of Minnesota with its primary office located at 11020 North Ambassador Drive, Kansas City, Missouri.

III.

That, at all times relevant hereto, Plaintiff was employed as a driver for Berger Transfer & Storage.

IV.

That, Defendant Transguard provided to Plaintiff, as an Employee of Berger Transfer, Occupational Accident Insurance that provide for payment of medical expenses and lost wages in the event of an injury sustained while working.

V.

That, Plaintiff Troy Johnson sustained an injury within the meaning of Transguard's Occupational Accident policy resulting in Plaintiff's total disability, also within the meaning of the Transguard's policy, on or about August 24, 2014 at a time when the Occupational Accident policy of insurance issued by Transguard was in full force and effect and provided coverage to Plaintiff.

VI.

That, Plaintiff has been continuously disabled since August 24, 2014 within the meaning of the policy provided by the Defendant Transguard.

VII.

That, upon developing his total disability, Plaintiff made a timely application for benefits pursuant to the Occupational Accident policy of insurance issued by Defendant Transguard

VIII.

That, despite Plaintiff's timely application and proof of disability under the above-referenced policy of insurance, Defendant Transguard denied Plaintiff's claim and has paid no benefits to date.

XI.

That, as a result of its failure to pay benefits, Defendant Transguard has breached its contract with Plaintiff.

WHEREFORE, Plaintiff seeks judgment against Defendant for an amount in excess of \$50,000.00 together with all applicable interests, costs, disbursements and attorney's fees incurred herein and for such further relief as the Court deems just and equitable.

Dated: February 3, 2015

BATCHELOR LAW FIRM, P.A.

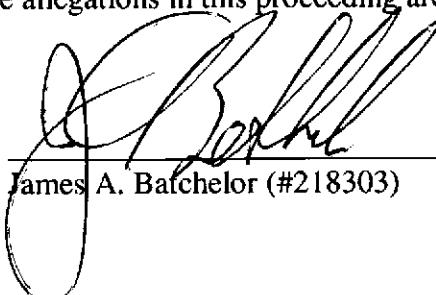
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ATTORNEY FOR PLAINTIFF

ACKNOWLEDGEMENT

The Plaintiff, through the undersigned attorney, hereby acknowledges that costs, disbursements, and reasonable attorney and witnesses fees may be awarded pursuant to Minn. Stat. §549.21, Subd. 2, to the party against whom the allegations in this proceeding are asserted.

Date: February 3, 2015


James A. Batchelor (#218303)